

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF SAN LUIS OBISPO  
AND THE ECONOMIC VITALITY CORPORATION OF SAN LUIS  
OBISPO COUNTY FOR PROVISION OF ECONOMIC DEVELOPMENT SERVICES**

**THIS AGREEMENT** is made and entered into on , 2012, by and between the **ECONOMIC VITALITY CORPORATION OF SAN LUIS OBISPO COUNTY**, a California non-profit corporation (hereinafter referred to as "the EVC"), and the **COUNTY OF SAN LUIS OBISPO**, a political subdivision of the State of California (hereinafter referred to as "the County").

**WITNESSETH:**

**WHEREAS**, the Economic Element of the San Luis Obispo County General Plan establishes programs to retain, expand and attract businesses in order to enable residents to find employment and pursue the lifestyles that they value; and

**WHEREAS**, the Economic Element of the San Luis Obispo County General Plan identifies the EVC as an agency responsible for implementing actions in support of its goals and policies; and

**WHEREAS**, on August 21, 2012 the County and EVC entered into an agreement under which the County would provide payment in the amount of \$80,775 to the EVC for services which the EVC would provide to implement actions in support of the Economic Element goals and policies (hereinafter referred to as "the Original Agreement"); and

**WHEREAS**, the EVC is also assisting the County by facilitating implementation of a countywide economic strategy; and

**WHEREAS**, the EVC subsequently requested an additional \$18,000 in County funds for additional services in support of the goals and policies of the Economic Element; and

**WHEREAS**, the County finds that the Project is eligible for a County grant of County funds as a community project; and

**WHEREAS**, the Board of Supervisors approved funding for the Project by adopting the budget on June 19, 2012.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, promises and agreements herein set forth, the parties agree as follows:

1. **Paragraph 1. Scope of Work** of the Original Agreement is hereby amended to read as follows (*Italics represent additions and strikethroughs represent deletions*):

The Scope of Work shall include tasks and activities deemed necessary by the EVC to implement economic development programs identified in the Economic Element of the County General Plan. Said tasks and activities shall be completed prior to July 1, 2013. The following quantified objectives will be employed by the County to evaluate the EVC performance under this Agreement:

- A. Acting as lead agency, assist the County by *facilitating implementation and preparing updates as needed for a countywide economic strategy.*
- B. Obtain matching funds in an amount at least equal to the amount of funding provided by the County (any non-county funding secured by the EVC for the countywide economic strategic plan shall be counted toward this matching funds performance objective);
- C. Convene at least one seminar on a topic related to the economic strategy that will assist and improve county businesses and the county economy.
- D. *Act as a referral agency to the County, engaging cluster industry stakeholders and facilitating input on proposed policy adoption and modification actions.*
- E. *Monitor opportunities for statewide action pertaining to economic initiatives. Engage cluster industry and other community stakeholders as feasible and appropriate.*
- F. *Establish and maintain collaborative relationships with economic development and workforce development partners locally and in adjacent regions (Monterey, Santa Barbara, Ventura).*

2. **Paragraph 2. Compensation** of the Original Agreement is hereby amended to read as follows:

The County hereby agrees to transfer to the EVC the amount of ~~\$80,775~~\$98,775 in County funds in return for completing the Scope of Work described in paragraph 1 of this Agreement. The EVC understands and agrees that the County has no obligation to award further, additional or ongoing grants beyond those provided under this Agreement.

**3. Paragraph 3. Billing** of the Original Agreement is hereby amended to read as follows:

The County shall approve and authorize payment of the ~~\$80,775~~\$98,775 in County funds to the EVC in four quarterly payments as follows:

- A. August 2012: \$20,193.75
- B. October 2012: \$20,193.75
- C. January 2013: ~~\$20,193.75~~ \$29,193.75
- D. April 2013: ~~\$20,193.75~~ \$29,193.75


**4.** All other provisions of the Original Agreement not amended herein remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**ECONOMIC VITALITY CORPORATION OF SAN LUIS OBISPO COUNTY**

A California non-profit corporation

By:

  
Michael Manchak  
President and CEO

Dated:

*12/4/12*

By:

  
Jackie Crabb  
Secretary of the EVC Board of Directors

Dated:

*Dec. 4, 2012*

(Insert Corporate Acknowledgment here)

**COUNTY OF SAN LUIS OBISPO**

Attachment 1: Amendment No. 1 to EVC Agreement


By: \_\_\_\_\_  
Chairman of the Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL  
County Counsel

By:  Dated: 12/12/12  
Deputy County Counsel